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**Exhibit 1-F**

PSPS Program Support Services



Contract Work Authorization  
CWA No. C16316  
Change Order No. 2  
Page 1 of 2

## Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 2 to Contract Work Authorization No. C16316 dated 07/11/2019 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74 (formerly 4400011341) dated 01/17/2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

**Contractor's Legal Name:** PRICEWATERHOUSECOOPERS LLP

This Change Order consists of 10 pages.

**Contractor's Address:** 300 Madison Avenue  
New York, NY 10017

**Project Name:** Project Management Support for Public Safety Power Shutoff (PSPS) Training

**Job Location:** PG&E's Corporate Headquarters – San Francisco, CA

**CHANGES:** The Parties hereby modify the Contract Work Authorization referenced above as follows:

The Total Contract Value is hereby increased by a **Time & Expense, Not-to-Exceed (NTE) \$1,540,000.00** for Consultant to continue providing PSPS Training & Exercise Support and Process Documentation Support as further detailed in Attachment 1 (Additional Scope of Work) of this Change Order.

**ATTACHMENTS:** The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment 1: Additional Scope of Work, Pages 1 through 7

Attachment 2: Subcontractor and Supplier Utilization Plan Instructions and Form (Exhibit 1/1A), Pages 1 through 6

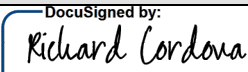

### PRICING CHANGES:

<b>Previous Total CWA Value:</b>	<b>\$1,925,000.00</b>
<b>Addition or Deduction:</b>	<b>\$1,540,000.00</b>
<b>Revised Total CWA Value:</b>	<b>\$3,465,000.00 (NTE)</b>

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
<b>Signature</b>	 DocuSigned by: Richard Cordova	<b>Signature</b>	
<b>Name</b>	A012C82C8-F0147C... Richard Cordova	<b>Name</b>	Todd J. Jirovec
<b>Title</b>	Portfolio Manager, Sourcing	<b>Title</b>	Principal
<b>Date</b>	11/14/2019	<b>Date</b>	11/13/2019



Contract Work Authorization No. C16316  
 Change Order No. 2  
 Page 2 of 2

ADMINISTRATION			
<b>PG&amp;E Negotiator</b>	Mark Dolatre	<b>Contractor Representative</b>	Todd Jirovec
<b>Phone</b>	(925) 380-7024	<b>Phone</b>	(214) 616-2977
<b>Email:</b>	M6DP@pge.com	<b>Email:</b>	Todd.jirovec@pwc.com
<b>Accounting Reference</b>	8187650		

INTERNAL PG&E USE ONLY		
<b>Distribution Date</b>		
<b>Distribution of Copies:</b>	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law



**ATTACHMENT 1:  
ADDITIONAL SCOPE OF WORK  
Pursuant to  
MASTER SERVICES AGREEMENT C74 (formerly 4400011341)**

This Scope of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Scope of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

**I. PURPOSE AND SCOPE**

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, deliverables, timing, staffing, and fees for this project.

This SOW reflects a continuation of services under the Contract Work Authorization No. C16316 dated 07/11/2019.

**II. PARTIES' RESPONSIBILITIES**

**2.0 PG&E Responsibilities**

PG&E will maintain ownership and accountability of all Public Safety Power Shutoff (PSPS) deliverables related to the design, documentation, and execution of the program. These include but are not limited to:

- Program methodology including the PSPS decision framework and thresholds associated with power shut-off
- Documentation of the PSPS process and procedures
- Identification and notification of customers and stakeholders impacted
- Design of training curriculum and objectives including the identification of PG&E employees required to undergo the training program
- Activation and execution of PSPS during times of catastrophic wildfire risk

For clarity, the scope of this SOW does not include any work associated with determining the PSPS process or procedures nor deploying the PSPS methodologies.

**2.1 Services to be provided by PwC:**

Consultant shall provide the following services (the "Services"):

<b>Workstream #1: PSPS Training &amp; Exercise Support</b>	
<b>PSPS Training &amp; Exercise Support</b>	<ul style="list-style-type: none"> <li>• Coordinate with PSPS PMO team and PG&amp;E Academy team to document PG&amp;E's long-term training objectives and curriculum</li> <li>• Continue compiling summary of existing and/or planned training materials and coordinate population of a central repository</li> <li>• Continue supporting PSPS PMO in the facilitation of workshops/group discussions with key LOB stakeholders and compile identified potential process gaps and/or additional training opportunities</li> </ul>

	<ul style="list-style-type: none"> <li>Continue providing crisis management training and exercising subject matter experience to support PSPS PMO in the design and development of training exercises and working sessions</li> </ul>
<b>PSPS LOB-Specific and Process-Specific Training Support</b>	<ul style="list-style-type: none"> <li>Continue coordinating the development of exercise-specific collateral materials to support PG&amp;E with the facilitation of training exercises (as necessary)</li> <li>Continue developing summary overviews of PG&amp;E-drafted process and training materials to assist PSPS PMO with PSPS training session(s)</li> <li>Support LOB and/or Process-specific training sessions (PG&amp;E attendance to be based on PSPS Activations) – e.g., Tick Tock Walkthroughs, EOC Section, EOC Role</li> </ul>
<b>Workstream #2: Process Documentation Support</b>	
<b>PSPS Process Documentation Support</b>	<ul style="list-style-type: none"> <li>Continue assisting PSPS PMO and PG&amp;E LOB workstream leadership with documentation requirements identified by PG&amp;E for the overall PSPS process – specific areas of focus include Planning &amp; Intelligence (P&amp;I), and Transmission Line Selection</li> <li>Coordinate with PSPS PMO team on opportunities to automate processes and improve quality controls in current state processes</li> <li>Continue assisting the PSPS PMO team with drafting executive summaries of training and exercise plan</li> </ul>
<b>PSPS After Action Report Support</b>	<ul style="list-style-type: none"> <li>Assist with the documentation of After-Action Report from PSPS Event detailing key takeaways and after-action plan</li> <li>Support PSPS PMO in their drafting of executive updates and readouts from PSPS Event, highlighting progress to-date and PG&amp;E-determined next steps for further preparation efforts</li> </ul>
<b>Data Analytics Support</b>	<ul style="list-style-type: none"> <li>Provide data analytics support (e.g., data visualization) to assist with reporting and documentation needs as needed</li> <li>Provide resource with data analytics subject matter experience to support PSPS PMO and LOB stakeholders</li> <li>Liaise with other PG&amp;E data scientists and other data-related teams on deliverable development for PSPS program</li> </ul>
<b>PSPS PMO and WSIP PMO Executive Reporting</b>	<ul style="list-style-type: none"> <li>Compile updates from cross-functional workstreams in addition to PMO teams to provide updates for leadership discussions</li> <li>Assist PSPS PMO and WSIP PMO with weekly status updates</li> <li>Assist with tracking of PG&amp;E-identified action items and PG&amp;E identified priorities across cross-functional work plans as needed</li> </ul>

## 2.2 Deliverables:

Consultant shall provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams. This SOW will include the following Deliverables:

<b>Workstream #1: PSPS Training &amp; Exercises</b>	
<b>PSPS Training &amp; Exercise Support</b>	<ul style="list-style-type: none"> <li>Summary of long-term PSPS training objectives and roadmap</li> <li>Refreshed inventory of PSPS Training materials and sessions</li> <li>Updated storage repository of PSPS Training materials</li> </ul>
<b>PSPS LOB-Specific and Process-Specific Training Support</b>	<ul style="list-style-type: none"> <li>Refreshed summary overviews of PG&amp;E-drafted process and training materials</li> <li>Team-specific training support materials including participant and facilitator packets of exercise materials (if created)</li> <li>Executive summary of observations and follow-up items following each exercise</li> </ul>
<b>Workstream #2: PMO Support</b>	
<b>PSPS Process Documentation Support</b>	<ul style="list-style-type: none"> <li>Summary of action items and process updates (e.g., tick tock updates) to be handed-off to PSPS PMO team</li> <li>Summary list of job aids, checklists (those known and provided to PSPS PMO team)</li> <li>Quality Control / Automation opportunities in PSPS process</li> </ul>
<b>PSPS After Action Report Support</b>	<ul style="list-style-type: none"> <li>After Action Report (AAR)</li> <li>Summary of Action Items from AAR</li> </ul>
<b>Data Analytics Support</b>	<ul style="list-style-type: none"> <li>Data visualization dashboards (as needed)</li> <li>Spreadsheets of supporting data analysis (as needed)</li> </ul>
<b>PSPS PMO and WSIP PMO Executive Reporting</b>	<ul style="list-style-type: none"> <li>Senior Team presentations</li> <li>Weekly status updates (e.g., WSIP)</li> <li>Board of Directors presentations (as needed)</li> </ul>

Deliverables shall be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

#### **Key Assumptions**

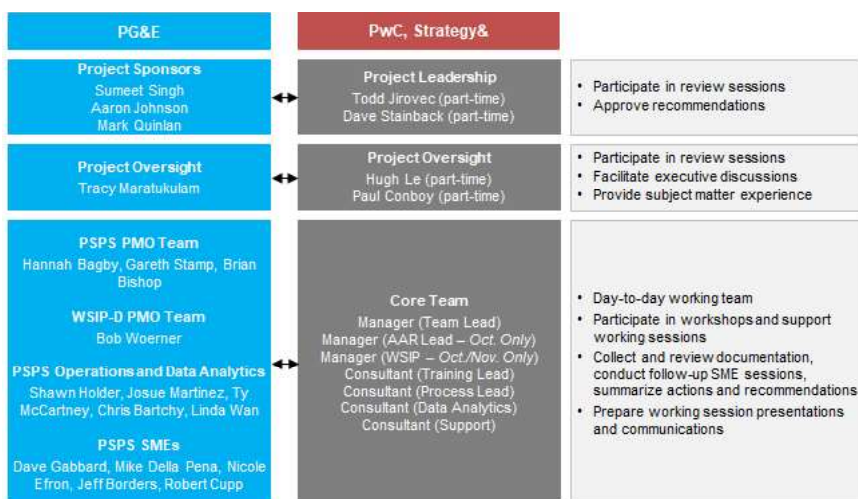
- For estimates and data pertaining to data associated with the Scope of Work, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or

otherwise change this Scope of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties

- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change

## 2.3 Proposed Team Structure

The PwC team will work under the direction of Sumeet Singh, Mark Quinlan, and Tracy Maratukulam on this engagement. An integrated team comprised of PwC and Strategy& Consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

## 2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date:	October 1, 2019
Estimated Project Completion Date:	December 20, 2019

## 2.5 PG&E Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.



PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing PG&E's needs. Client also is responsible for the results achieved from using the PwC Services or any related deliverables.

### III FEES, EXPENSES AND PAYMENT

#### Professional Fees, Expenses and Payment Terms:

- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$1,363,000
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed thirteen percent (13%) of labor fees estimated; This has been discussed and agreed upon with PG&E
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$1,540,000
- Consultant's project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

#### Milestone-Based Payment Terms:

- PwC and the PG&E Work Supervisor and/or PG&E Team Lead will evaluate and agree upon completion of milestones below prior to approving payment to PwC:

Milestone	Deliverable Type	PG&E Deliverable Approver	Fees
<b>After-Action Report (AAR) for 9/21/2019 PSPS Event</b>	Summary Report (word) Executive Summary Presentation (ppt)	Tracy Maratukulam	<b>\$154,000</b>
<b>After-Action Report (AAR) for 10/23/2019 to 10/29/2019 PSPS Events</b>	Summary Report (word) Executive Summary Presentation (ppt)	Tracy Maratukulam	<b>\$308,000</b>
<b>PSPS Event Scope Change Process Overview</b> (based on observations and feedback related to 2019 PSPS Events)	Executive Summary Presentation (ppt) Scope Governance Overview (ppt)	Tracy Maratukulam	<b>\$154,000</b>
<b>PSPS 2019 Year-end Review</b> (based on observations and feedback related to 2019 PSPS Events)	Executive Summary Presentation (ppt) Consolidated Regulatory Filings Lessons Learned (word) Consolidated Repository of Action Items (xls)	Tracy Maratukulam	<b>\$154,000</b>
<b>Training and Education Support*</b> (based on observations and feedback related to 2019 PSPS Events)	Training Roadmap Overview (ppt) Facilitation Guide (word or ppt) Workshop Presentation (ppt)	Tracy Maratukulam	<b>\$154,000*</b>
<b>On-going supplemental training, process, and executive reporting support for PSPS PMO and WSIP PMO throughout duration of contract</b>  (Example support: tracking and documenting on-going LOB training; supporting process documentation by EOC section – e.g., P&I; supporting facilitation for OIC and EOC Commander workshops – e.g., Scope Change Process, T-line Selection Process, 2019 Review / 2020 Planning; executive reporting and/or weekly progress updates for PSPS PMO and/or WSIP PMO workstreams)	Executive reporting and summary presentations, data trackers, and/or any additional content as agreed upon by PG&E and PwC Team Lead(s)	--	<b>\$616,000</b> (~\$205,000/month)
<b>Total Fees</b>			<b>\$1,540,000</b>



*\* Training and Education Support milestone completion will be reliant on timely access to PG&E subject matter experts and executive leadership; in the case that disruptions from one or multiple PSPS Events impacts PwC's ability to schedule and/or complete trainings, milestone will be considered complete and deliverables provided as-is*

- Additionally, PwC and PG&E Team Lead(s) will meet prior to 10/31/19 and 11/30/19 to agree upon any additional milestones to be delivered within the contract period. To the extent additional milestones are agreed upon in writing, fees associated with those deliverables will be separated from monthly payment amounts and transitioned to milestone payments upon completion and approval by PG&E
- PwC will also provide a summary of deliverables that will list the deliverable and storage location so that artifact and knowledge transfer resides with a PG&E-designated owner. PwC will also schedule knowledge transfer meetings with PG&E-designated owners to transition work to PG&E (pending PG&E owner availability)
- Milestone completion will be reliant on timely access to PG&E subject matter experts and executive leadership – potential disruptions from one or multiple PSPS Events may impact PwC's ability to meet milestone targets and PwC will work with the PG&E Work Supervisor and/or PG&E Team Lead to mutually agree on the support needed for the PSPS Event or PSPS programmatic objectives

**Other Terms:**

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request

**PG&E and Consultant Work Supervisor Name, Number, and Email Address**

PG&E Work Supervisor:

Sumeet Singh, Vice President Electric Operations Community Wildfire Safety Program  
Phone: 415.671.9339  
Email: [S1ST@pge.com](mailto:S1ST@pge.com)

PG&E Team Lead:

Tracy Maratukulam, Director Electric Operations Public Safety Power Shutoff  
Phone: 415.973.3638  
Email: [TDM9@pge.com](mailto:TDM9@pge.com)

Consultant Work Supervisor:

Todd Jirovec, Principal  
Phone: 214.616.2977  
Email: [todd.jirovec@pwc.com](mailto:todd.jirovec@pwc.com)

Consultant Team Lead(s):

Hugh Le, Director  
Phone: 720.284.2854  
Email: [hugh.le@pwc.com](mailto:hugh.le@pwc.com)

Paul Conboy, Director  
Phone: 617.620.3728  
Email: [paul.conboy@pwc.com](mailto:paul.conboy@pwc.com)

**Work Location(s)**

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

**Other Items**

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services PwC provides, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, deliverables, and key interdependencies. The schedule and deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

Consultant is not providing legal advice or legal opinions in this engagement. PG&E should obtain such advice or opinions from their attorneys.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

**PricewaterhouseCoopers LLP**

**Pacific Gas & Electric Company**

By:

By:



\_\_\_\_\_  
Name/Title:

\_\_\_\_\_  
Name/Title:

\_\_\_\_\_  
Date:

Todd Jirovec / Principal

Date: 11/13/2019

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## Subcontractor and Supplier Utilization Plan

**EXHIBIT 1A**

Prime Contractor/Supplier Name:	PG&E Contract # (if any):	Contract Duration	From:	To:
Employer Identification # (EIN):	Total Bid/Contract Value:	Total Amount to be Self Performed:		
PG&E Project/Product:	Is Prime Contractor/Supplier CPUC Clearinghouse Certified?	Yes	No	VON #:
Name of Preparer:	Is Prime Contractor/Supplier a Registered Small Business Certified?	Yes	No	Small Business #:
Preparer E-Mail:	Estimated Amount to be Paid to all Subcontractors (Subs) and Suppliers (\$): (for the duration of the contract)			
Preparer Contact Phone:	Subs and Suppliers:	Small Businesses:	CPUC Certified Businesses:	

[illegible]

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

**Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit 1A to best demonstrate your plan for the indicated services.**

**g. In the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit 1A prior to performing the Work via the method outlined in the contract or work authorization.**

**Refer to Exhibit 1 for additional instructions on completing this form.**

Please include additional sheets as needed.

**(11) Signature**

Date \_\_\_\_\_

11/13/2019

Rev. #:

I hereby certify that the information listed is true to the best of my knowledge.